

STEP B DECISION

Step B Team:	Decision:	RESOLVE
USPS:	USPS Number:	G11N-4G-C 1421 1155
Yvonne Lopez	Grievant:	Class
NALC:	Branch Grievance Number:	421-466-14
Karrie Blough	NALC Branch #:	421
	Installation:	San Marcos
	Delivery Unit:	MPO
District:	State:	Texas
Rio Grande	Incident date:	05/30/2014
	Date Informal Step A:	06/14/2014
Formal Step A Reps:	Formal Step A Meeting Date:	06/28/2014
USPS: G. Laneaux	Date Received at Step B:	07/07/2014
NALC: E. Quinonez	Step B Decision Date:	07/11/2014
	Issue Code:	01.6000
	NALC subject code:	100004

ISSUE: Did management violate Article 1.6.B of the National Agreement by improperly performing bargaining unit work? If so, what is the remedy?

DECISION:

The dispute resolution team mutually agreed to resolve this dispute. The case file evidenced a violation in this instant case when management performed bargaining unit work. See DRT explanation below.

EXPLANATION:

The union contends management violated Articles 1.6 Sections A & B when the postmaster performed bargaining unit work and did not utilize assistance from employee(s) or light duty employee(s). On Friday May, 30, 2014, the postmaster replaced the city carrier's labels while the carriers were on the street. The union requests as remedy an order to cease and desist violating the provisions of Article 1.6.A and B and pay all sixteen regular carriers, one T-6, and one light duty carrier. These qualified carriers who otherwise would have been assigned the work in question should be compensated a total of 1 hour at the applicable rate of pay.

Management contends the postmaster did put up case labels for 16 city routes. The labels arrived that same day and had to be put up that same day. The carriers were delivering mail, and management therefore deemed putting up the labels an emergency as enumerated in Article 1.6.A 1-5. There is no language that states putting up labels on routes are solely a carrier's function.

The DRT reviewed the case file and determined there was a violation evidenced when management performed bargaining unit work. Article 1.6.A & B states the following:

1.6.A Section 6. Performance of Bargaining Unit Work

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A. Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except:

1. in an emergency;
2. for the purpose of training or instruction of employees;
3. to assure the proper operation of equipment;
4. to protect the safety of employees; or
5. to protect the property of the USPS.

An emergency is defined in Article 3.F as "an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature."

1.6.B In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A.1 through 5 above or when the duties are included in the supervisor's position description.

(The preceding Article, Article 1, shall apply to Transitional Employees.)

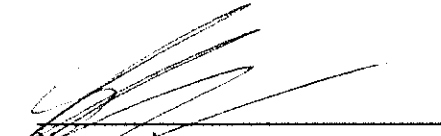
Article 1.6.B prohibits supervisors in offices with less than 100 bargaining unit employees from performing letter carrier bargaining unit work except for the reasons enumerated in Article 1.6.A.1 through 5, or when the duties being performed are included in the supervisor's position description.

The Step 4 decision NC-C-9746, March 3, 1978 (M-00200) provides that no matter what appears in a supervisor's job description, it does not authorize the supervisor to "perform bargaining unit work as a matter of course every day," but rather "to meet established service standards." Furthermore, the prearbitration settlement H7N-2M-C-443, May 17, 1986, (M-00832) provides that where the phrase "distribution tasks" or "may personally perform non-supervisory tasks" is found in a supervisor's job description, this does not include casing mail into letter carrier cases.

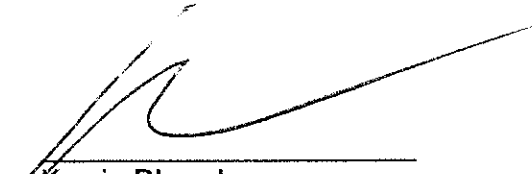
The Settlement Agreement NC-E-4716, November 24, 1978 (M-00206) between the NALC and USPS, which was intended to be of general application, provides that "where additional work hours would have been assigned to employees but for a violation of Article 1.6.A, and where such work hours are not de minimis, the employee(s) whom management would have assigned the work, shall be paid for the time involved at the applicable rate."

The DRT was not able to verify the monetary remedy sought by the union due to the lack of information related to the amount of time management actually spent performing this work and who was available to do this same work performed by management. The union bears the burden of proof in contract cases and must provide supporting documentation to support contentions. Examples may include work schedules, the overtime desired list and/or Employee Everything Reports to indicate who was available. The remedy requested to pay all carriers who worked that day an hour of pay was not considered to be an appropriate request as that would bring the total hours worked up to

18 hours. It was agreed management performed the bargaining unit work as evidenced in the case file. Management is cautioned to abide by Article 1.6 of the National Agreement.



Yvonne Lopez
USPS Step B Representative



Karrie Blough
NALC Step B Representative

Grievance File Contents:

PS Form 8190
Table of Contents
Union Contentions (3 pgs)
Time Limit Extension (2 pgs)
Informal Step A Request (2 pgs)
Formal Step A Request
M-00206
Department of Veterans Affairs Letter
Carrier Statement
Management Contentions (2 pgs)
Grievance Summary – Step A
Management Form 26XX
Update Grievance Record

cc: Manager, Southern Area Labor Relations
District Manager, Rio Grande District
NALC NBA, Region 10
Postmaster
Manager, Human Resources, Rio Grande District
Manager, Labor Relations, Rio Grande District
NALC Branch President
Management Formal Step A Designee
NALC Formal Step A Designee
DRT File